

## DATA SHARING AGREEMENT

THIS AGREEMENT, made and entered into by and between \_\_\_\_\_, hereinafter referred to as “\_\_\_\_\_”, and Huntington County, Indiana, hereinafter referred to as “HUNTINGTON COUNTY”.

WITNESSETH:

WHEREAS, \_\_\_\_\_ and Huntington County desire that digital data of Huntington County be provided to \_\_\_\_\_ for the purpose of \_\_\_\_\_ servicing the residents of Huntington County; and,

WHEREAS, Geographic Information Systems (GIS) technology can be used in a desirable manner for the completion of said project.

NOW, THEREFORE, in consideration of the promises and covenants made herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

### **I. STATEMENT OF PURPOSE.**

The purpose of this agreement is to define circumstances and responsibilities relating to the provision and sharing of GIS data between Huntington County and \_\_\_\_\_. The GIS data covered by this agreement shall be used only for the purposes pertaining to servicing the residents of Huntington County.

### **II. TERM OF AGREEMENT.**

This agreement shall remain in full force and effect for a period of five (5) years after the date that it is fully signed. After the original term, this agreement shall be deemed renewed for such additional time on a year to year basis, as is determined by Huntington County. Huntington County has the right to cancel this agreement at any time without notice to \_\_\_\_\_.

### **III. GIS DATA TO BE SHARED.**

The GIS data to be shared under this agreement is as follows:

A. Framework GIS data as it exists in Huntington County.

B. Such other GIS data as may in the future may be agreed upon by

\_\_\_\_\_ and Huntington County.

### **IV. \_\_\_\_\_'S RESPONSIBILITY.**

\_\_\_\_\_ shall:

A. Except any and all Huntington County GIS data from public disclosure, unless otherwise agreed upon by the parties to this agreement.

B. Continually and perpetually except any and all Huntington County GIS data from public disclosure, unless otherwise agreed upon by the parties to this agreement.

C. Prior to releasing Huntington County GIS data to any third party, require the third party to first enter into a separate agreement with \_\_\_\_\_ that will expressly require third party to:

1. agree to continually and perpetually except any and all shared GIS data from public disclosure;

2. agree not to disclose any and all shared GIS data to any third party except as may be permitted under a separate agreement with Huntington County;

3. agree not to sell, license, or repackage for sale any and all shared GIS data or other product derived from that data, except as may be permitted under a separate agreement with Huntington County;

4. abide by best practices for GIS data sharing, including referring all requests for digital copies of the GIS data by the general public, a commercial entity, or other entity, back to Huntington County;

D. Refrain from providing digital copies of the Huntington County GIS data to the general public or to any commercial entity except as expressly provided for in this agreement;

E. Abide by best practices for GIS data sharing, including referring all requests for digital copies of the Huntington County GIS data by the general public or any commercial entity, or any other entity, back to Huntington County;

F. Agree not to sell, license, or repackage for sale, Huntington County GIS data or any products derived from that data, except as may be permitted under a separate agreement with Huntington County;

G. Refrain from posting Huntington County GIS data on an internet website;

H. At the time this agreement is terminated, whether by expressed action, time, or non-renewal, \_\_\_\_\_ agrees to delete any and all Huntington County GIS data from any and all hard drive or other equipment of \_\_\_\_\_.

## **V. DUTIES OF HUNTINGTON COUNTY.**

Huntington County shall:

A. Grant to \_\_\_\_\_ a non-exclusive and non-transferable license to the digital Huntington County GIS data above described for the purposes as set forth above;

B. Upon request from \_\_\_\_\_, provide \_\_\_\_\_ with

digital copies of GIS data periodically;

C. Not charge any fee or handling charge to \_\_\_\_\_ for  
Huntington County GIS data;

D. Not be responsible for translating or processing Huntington  
County GIS data, except to copy the data as it may exist;

E. Have no liability under this agreement for consequential,  
exemplary, or incidental damages regardless of whether Huntington County has been  
advised of the possibility of such damages;

F. Receive from \_\_\_\_\_ various framework and critical  
infrastructure GIS data;

## **VI. ASSIGNMENT.**

This agreement may not be assigned without the prior written consent of the  
non-assigning party and any assignment of this agreement, without such consent, shall be  
null and void.

## **VII. EXCLUSION OF WARRANTIES.**

**THE GIS DATA LICENSED UNDER THIS AGREEMENT ARE  
GRANTED "AS IS", WITHOUT WARRANTY OF ANY KIND. HUNTINGTON  
COUNTY EXPRESSLY MAKES AND \_\_\_\_\_ RECEIVES NO  
WARRANTY, EXPRESSED OR IMPLIED, AND ALL WARRANTIES OF  
MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE  
EXPRESSLY EXCLUDED. HUNTINGTON COUNTY SHALL HAVE NO  
LIABILITY UNDER THIS AGREEMENT FOR CONSEQUENTIAL,  
EXEMPLARY, OR INCIDENTAL DAMAGES, OF ANY KIND.**

### **VIII. NOTICES.**

All notices shall be in writing and shall be directed to the parties to this agreement as shown below:

To Huntington County:                      Huntington County Commissioners  
First Floor - Courthouse  
201 North Jefferson Street  
Huntington, Indiana 46750

To \_\_\_\_\_:                                      XXXXXXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXXXXXXXX

### **IX. SEVERABILITY.**

If any provision of this agreement shall be declared illegal, impermissible, void, or otherwise unenforceable by a Court of competent jurisdiction, the other provisions shall not be affected but shall remain in full force and effect.

### **X. CONSTRUCTION AND INTERPRETATION.**

This agreement shall be construed in accordance with the laws of the State of Indiana.

### **XI. COMPLETE AGREEMENT.**

This agreement constitutes the complete and exclusive statement of the agreement between the parties hereto. No amendment, waiver, or alteration of this agreement shall be effective unless signed by an authorized officer of each of the parties to this agreement. Neither Huntington County nor \_\_\_\_\_ shall be bound by any oral agreement or representation relating hereto.

The parties having read and understood the foregoing terms of the attached

agreement do by their respective signatures dated below hereby agree to the terms thereof.

HUNTINGTON COUNTY COMMISSIONERS

By \_\_\_\_\_  
Jerry P. Helvie, President

\_\_\_\_\_ Date

ATTEST:

\_\_\_\_\_  
Donald D. Schoeff  
Huntington County Auditor

XXXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXXX

By \_\_\_\_\_  
(NAME)

\_\_\_\_\_ Date